Co. of America v. *Eaton Circuit Judge* (1910), — Mich. —, 127 N. W. 695.

Although there are apparent conflicts in the decisions involving the legal status of corporations which do business in violation of Anti-Trust Laws, the variance is due usually to differences in the statutes and to the varying nature of the contracts upon which the action is instituted. The view expressed in the principal case is undoubtedly correct and is sustained by the following decisions. *Connolly* v. *Union Sewer Pipe Co.*, 184 U. S. 540; *Chicago Wall Paper Mills* v. *General Paper Co.*, 147 Fed. 491; *The Charles E. Wisewall*, 74 Fed. 802; *Chicago Milk Shippers' Assn.* v. *Ford*, 46 Ill. App. 576; *Bishop* v. *Am. Preservers' Co.*, 51 Ill. App. 417. The uniform doctrine presented by these decisions is that a contract for the sale of goods, wares and merchandise is not rendered void and unenforceable by the fact that the selling corporation is a "trust" or monopoly organized in violation of law, either federal or state; the contract of sale being collateral and having no direct relation to the unlawful combination. The question of the lawful existence of a corporation cannot be raised in a collateral proceeding, by a private party; the sovereign alone can object, in a direct proceeding for that purpose. In some states the statute expressly provides that the violation of Anti-Trust Laws by a corporation may be pleaded as a defense in an action on contract instituted by the corporation. *Nat. Lead Co.* v. *Grote Paint Store Co.*, 80 Mo. App. 247; *Wagner* v. *Minnie Harvester Co.* (1910), — Okla. —, 106 Pac. 969. In such cases the defense is conclusive. It has been decided, also, that in case the contract sued on by the corporation is in direct furtherance of the illegal purpose of the corporation and an essential part of the illegal scheme, such contracts are void and unenforceable. *Continental Wall Paper Co.* v. *Voight*, 148 Fed. 939, 78 C. C. A. 567; Affirmed, 212 U. S. 227.

DAMAGES—BREACH OF CONTRACT—MEASURE OF DAMAGES.—Plaintiff, a lumber company, entered into a contract with defendant company for the purchase of a site for a large lumber manufacturing plant, part of the consideration for the purchase price, was the promise of the defendant to furnish to the plant certain track connections with lines of railroad. *Held*, the difference between the value of the plant as constructed with and without such connections may fairly be taken as the measure of damages for breach of such contract. *South Memphis Land Co.* v. *McLean Hardwood Lumber Co.* (1910), — C. C. A., 6th Cir. —, 179 Fed. 417.

Specifically stated the rule of contract is laid down that the plaintiff should recover such damages as may be fairly and reasonably considered either arising naturally, *i. e.* according to the usual course of things, from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract, as the probable result of the breach. *Hadley* v. *Baxendale*, 9 Exch. 341. If the action is not premature, the rule is applicable that the plaintiff is entitled to compensation based as far as possible on the ascertainment of what he would have suffered by the continued breach of the other party down to the time of complete performance, less any abatement by reason

of circumstances of which he ought reasonably to have availed himself. *Roehm* v. *Horst,* 178 U. S. 1. The injured party is entitled to recover, first, the expenses necessarily and actually incurred in the unsuccessful attempt to operate the factory; and, second, the fair rental value of the idle factory, and, if it has no rental value, then the interest on the money invested in the same together with interest on any idle working capital the use of which had been lost by reason of the violation of the contract. *The Paola Gas Company* v. *The Paola Glass Company,* 56 Kan. 614, 44 Pac. 621. But the injured party is under a duty to use ordinary care and diligence to lighten the consequential damages resulting from the breach of the contract. *Aikin* v. *Perry,* 119 Ga. 263, 46 S. E. 93.

DAMAGES—FRIGHT PRODUCING MISCARRIAGE—TRESPASS.—Defendant's agent wrongfully entered the premises of plaintiff, a married woman, and by violent and abusive language to her nurse so frightened the plaintiff that a miscarriage resulted. *Held,* that plaintiff could recover damages for the miscarriage resulting from the fright and mental anguish caused by the trespass, though the defendant's agent did not know of the pregnancy of the plaintiff. *Bouillon* v. *Laclede Gas Light Co.* (1910), — Mo. —, 129 S. W. 401.

This is one of the cases among those in which fright without physical impact produces deleterious physical results. The miscarriage cases fall in the main in three categories: (1) Those in which only negligence in the defendant is charged; perhaps the leading case among those in the United States is *Mitchell* v. *Rochester R. R. Co.,* 151 N. Y. 107, 34 L. R. A. 781, in which no recovery was allowed for a miscarriage resulting from mere fright caused by negligence, the reason being given that it would open a wide field for fictitious claims to allow recovery for the consequences of fright alone. The House of Lords declined to establish a precedent allowing a claim for damages as the result of fright alone. *Victorian Rys. Com'rs.* v. *Coultas* L. R. 13 App. Cas. 222. (2) Those in which the miscarriage is caused by malicious or wanton action of defendant. *Kimberly* v. *Howland,* 143 N. C. 398, 7 L. R. A. (N. S.) 545, and (3) Those in which the action is accompanied by trespass and it is under this last class that the principal case falls. In Massachusetts no recovery can be had for visible illness resulting from mere fright caused by defendant's wrong; but if the wrong produce a slight physical impact the defendant becomes liable for the nervousness and ensuing hysteria without proof that the shock was caused by the blow. *Spade* v. *Lynn & Bost. R. R. Co.,* 168 Mass. 285; *Smith* v. *Postal Tel. & Cable Co.,* 174 Mass. 576. South Carolina takes the opposite view in holding that recovery may be had for physical injuries resulting from mere fright caused by negligence. *Mack* v. *South Bound R. R.,* 52 S. C. 323, 40 L. R. A. 679. In the principal case the court also considered the question of the responsibility of a corporation as principal for the malicious or wanton act of the agent but put it aside because of the evidence. But it has been held that in order to secure to the public better service from corporations and exemption from reckless and insolent servants, the wantonness of the servant may be imputed